Appendix G to DIR Contract No. DIR-SDD-XXX Inspiration® Education Volume License Agreement FOR INSPIRATION® SOFTWARE, INC. USE ONLY Order Number____ Please return a signed copy of this Agreement to: Inspiration Software, Inc. ("Inspiration Software"), by faxing to 503-297-4676 or by mailing to 9400 SW Beaverton Hillsdale Hwy., Suite 300, Beaverton, OR 97005-3300. The "Software" means the computer program and software known as Inspiration® Version 9. The "Licensee" means the following described school or school district: School or District Name: Street Address: _____ _____ City: _____State: _____Zip: Telephone number: (_____) ____-___Fax: (_____) ____-The "Computers" means _____ (number of) computers, workstations or terminals located at Licensee's schools or other facilities used by Licensee in its business (and the Computers, individually, may be referred to as a "Computer" in this Agreement). The "Volume License Administrator" means responsible for ensuring that the conditions specified in this Agreement are carried out. The Volume License Administrator's mailing address, email address, and phone and fax number is: Street Address: State: Zip: ______ Telephone number: (______) _____-

GRANT OF LICENSE: Licensee's receipt, installation or use of the Software constitutes Licensee's acceptance of the terms stated in this Agreement and DIR Contract No. DIR-SDD-XXX. Subject to the terms hereof, upon the earlier

_____ Fax: (_____) ___-__

to occur of Licensee's execution of this Agreement or Licensee's receipt, installation or use of the Software, Inspiration Software grants to Licensee a nonexclusive license to use and (except

with respect to Software accessible via the Internet) install the Software on the Computers. Subject to the following sentence, Licensee may copy only that portion of the Software made available

by Inspiration Software on CD-ROM disk. Licensee may not (i) make a total number of copies of the Software made available by Inspiration Software on CD-ROM disk in excess of the number

of Computers listed above, or (ii) use, install or allow access to the Software on any computers, workstations or terminals (a) the total number of which exceeds the number of Computers listed

above (including computers, workstations or terminals which operate in a server-based environment), or (b) at a site or sites other than Licensee's schools or related facilities used by Licensee in

its business. Without limiting any other provision contained in this Agreement, Licensee and Licensee's teachers and staff using the Software pursuant to this Agreement may use the Software in

their homes for training or lesson planning purposes only. Upon request, Licensee will grant Inspiration Software access to Licensee's address shown above in order for Inspiration Software to

verify Licensee's compliance with the terms of this Agreement.

Notwithstanding anything herein to the contrary, Licensee's use of all or a portion of Software content accessible via the Internet (as described below), may be terminated (and the license for

Licensee's use thereof granted by this Agreement revoked), in whole or in part, by Inspiration Software, or its successors or assigns, at any time.

For compliance purposes, licenses granted hereunder are counted on a per computer basis and not on a concurrent user basis.

PROPRIETAR Y RIGHT: All right in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text, examples, templates, symbols and

software modules incorporated into the Software) are owned or licensed by Inspiration Software and are protected by law, including without limitation, U.S. and international copyright laws

and international trade provisions. Licensee acknowledges the ownership, validity and enforceability in all aspects of all rights, including patent, copyright and trademark rights, that Inspiration

Software has in the Software. Licensee will not participate in any attack on the validity or enforceability of Inspiration Software's above-described rights whether in court, the United States Patent

and Trademark Office, the U.S. Copyright Office, or elsewhere, or otherwise contest Inspiration Software's

above-described rights. It is the intent of Inspiration Software and Licensee that this paragraph shall have claim and issue preclusive effect. Licensee agrees that the nature and quality of the

Software will conform to standards set by Inspiration Software and otherwise be under the control of Inspiration Software. Licensee will not use the Software for any purpose other than as

expressly provided in this Agreement, including

without limitation, any unauthorized copying or distribution of, or other act with respect to the Software, that would violate any law. The Licensee may not modify, reverse engineer, decompile,

disassemble, create derivative works, or otherwise change the whole or any part of the Software, nor may Licensee deliver copies to, or sell, rent, lease, loan or sublicense the Software to any

third party (other than as expressly provided in this Agreement).

LIMITED WARRANTY: Inspiration Software warrants that the CD-ROM disk on which any portion of the Software is recorded will be free of defects in materials and workmanship under normal

use for ninety (90) days after the original purchase. If a defect occurs during such ninety (90) day period, Licensee may return the CD-ROM disk to Inspiration Software for free replacement.

Inspiration Software will replace the CD-ROM disk, provided that Licensee has previously executed a License Agreement accompanying the Software to Inspiration Software. Any replacement

Software CD-ROM disk will be warranted for the remainder of the original warranty period or 30 days, whichever is greater; provided, however, that this replacement warranty is not available,

nor will it be provided by Inspiration Software, outside of the United States of America. Inspiration Software disclaims all other warranties, either expressed or implied, including but not limited

to implied warranties of merchantability and fitness for a particular purpose, with respect to the Software. In no event will Inspiration Software be liable to Licensee for damages, whether based

on contract, tort, warranty or other legal or equitable basis, including any loss of profits, loss of business, cost savings or other indirect, special, incidental or consequential damages arising out

of or related to the Software, even if Inspiration Software, or an authorized representative of Inspiration Software, has been advised of the possibility of such damages. Subject to the foregoing,

<u>Ceertain Software content may be available for use on a Computer only through Computer download via Computer Internet access. Licensee understands that the operability and functionality of Computer Internet access. Licensee understands that the operability and functionality of Computer Internet access. Licensee understands that the operability and functionality of Computer Internet access.</u>

the Software may be dependent upon Licensee's Computer's performance capabilities, its capacity to access the Internet and the operability of computer servers or Internet web sites on which

Software content may be stored or from which Software content may be accessed. Without limiting any other matter contained herein, Inspiration Software does not warrant or represent that the

Software will meet Licensee's requirements or that the operation of the Software will be uninterrupted or error-free. Licensee bears all risk of loss for Computer, Software or other malfunctions

arising from access to or use of the Internet. The remedies set forth in this Agreement shall be Licensee's sole and exclusive remedies for any breach of this Agreement by Inspiration Software.

TERM: This Agreement will remain effective until terminated by either Inspiration Software or Licensee upon not less than ten (10) days' prior written notice to the other. Provided, however, that

Inspiration Software may terminate this Agreement immediately in the event Licensee fails to comply with any term or condition contained in this Agreement. Upon termination of this Agreement,

Licensee will immediately cease all use of the Software and either to the extent authorized by applicable records retention laws and policies destroy all copies of the Software and any related documentation or return the same to Inspiration Software (at Inspiration

Software's sole discretion), and it will provide to Inspiration Software written verification of compliance with this Paragraph. Without limiting the foregoing, upon termination of this Agreement, no

Software content will thereafter be made available to Licensee via Internet access.

GENERAL: <u>DIR Contract No. DIR-SDD-XXX and this Agreement will govern all purchases and use of this contract. In the event of a conflict DIR Contract controls.</u> Licensee acknowledges and agrees that Inspiration Software may update the terms and provisions of its license set forth in this Agreement and that any such update will become

a part of this Agreement, and will become binding upon Licensee, upon five (5) days' prior written notice to Licensee containing the provisions of such update. All notices under this Agreement and DIR Contract No. DIR-SDD-XXX

will be transmitted between the parties at the addresses identified above, or as otherwise designated by written notice from either party to the other. This Agreement and DIR Contract No. DIR-SDD-XXX contains the entire

understanding between the parties regarding the subject matter of this Agreement, superseding all prior or contemporaneous communications, agreements and understandings between

the parties; provided, however, that this Agreement will not be construed to limit, but rather to augment, any other right or remedy of Inspiration Software contained in any shrink-wrap or

other license accompanying or pertaining to the Software. This Agreement is binding on and inures to the benefit of the parties, their legal representatives, successors and assigns; provided,

Formatted: Font: Not Bold

however, that neither this Agreement, nor any rights granted hereunder, may be assigned, transferred, conveyed or encumbered by Licensee without the prior written consent of Inspiration

Software. This Agreement will be construed in accordance with the internal laws (and not the law of conflicts) of the state of <u>TexasOregon</u>, and it may be amended only in writing and signed by duly

authorized representatives of both parties. If any provision or clause of this Agreement, or any portion thereof, is held by any court or other tribunal of competent jurisdiction to be illegal, void

or unenforceable in such jurisdiction, the remainder of such provisions shall not thereby be affected and shall be given full effect, without regard to the invalid portion. This Agreement is neither

intended to, nor shall it be construed as creating, a joint venture, partnership or other form of business association between the parties. If any suit or action is filed by any party to enforce this

Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or

defense of such suit or action as fixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court. If Licensee is a U.S.

Government user, then the Software is provided with "RESTRICTED RIGHTS" as set forth in subparagraphs (c)(1) and (c)(2) of the Commercial Computer Software-Restricted Rights clause at

FAR 52.277-19.

Inspiration Software, Inc. Licensee

Signature:	
Signature:	
Name:	
Name:	
Title:	
Date:	
Date:	

PLACE

SERIAL NUMBER

STICKER HERE

IS90-US-C015.H-DYN